



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 14, 2012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

24 February 14, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

AWARD OF CONTRACTS FOR AS-NEEDED HAUL TRUCK SERVICES PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to award nine contracts for As-Needed Haul Truck Services Program in the unincorporated County areas.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act.
2. Award the contracts for As-Needed Haul Truck Services Program in an annual aggregate sum of \$10 million to: Albert A. Blacksher, d.b.a. Albert A. Blacksher Trucking; April's Dispatch; Lynzella S. Jasper, d.b.a. E. Jasper Wrecking & Trucking; Haul-N-It, Inc.; Keep It Moving, Inc.; L.A.C. Motor Enterprises, Inc.; L. Curti Truck & Equipment; Shenkel, Inc., d.b.a. Shenkel Trucking, Inc.; and Three Way Hauling LLC. These contracts will be for a term of one year commencing on March 1, 2012, or upon each party's execution of the contract, whichever occurs last, with four 1-year renewal options and a month-to-month extension for up to six months for a maximum potential term of 66 months and a potential maximum aggregate program sum of \$55 million.
3. Authorize the Director of Public Works or her designee to annually increase the aggregate program amount up to an additional 10 percent of the annual aggregate program sum for unforeseen, additional work within the scope of the contract, if required, and fuel cost adjustments in

accordance with these contracts.

4. Authorize the Director of Public Works or her designee to execute these contracts; to renew these contracts for each additional renewal option if, in the opinion of the Director of Public Works or her designee, each individual contractor has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to continue to provide as-needed and intermittent haul truck services within the unincorporated County areas. The work to be performed will consist of providing support road clearing and debris basin cleanout operations to meet critical time requirements and emergency conditions. The Department of Public Works (Public Works) has contracted for these services since 1984.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This program is for an aggregate annual amount of \$10 million plus 10 percent for additional work within the scope of the contracts and fuel cost adjustments in accordance with these contracts. This amount is based on Public Works' estimated annual utilization of the contractors' services.

Funding for these services is included in the Fiscal Year 2011-12 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund and Road Fund Budgets. When the need arises for services under this program, financing the required services will be made from the appropriate fund source. Total annual expenditures for these services, however, will not exceed the aggregate program amount approved by your Board, and no services will be ordered without the funding authorization of Public Works Financial Management Branch. Funds to finance the optional years of the program and 10 percent additional funding for contingencies will be requested through the annual budget process.

These contracts will be for a term of one year commencing on March 1, 2012, or upon each party's execution of the contract, whichever occurs last, with four 1-year renewal options and a month-to-month extension for up to six months for a maximum potential term of 66 months and a potential maximum aggregate program sum of \$55 million.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors are Albert A. Blacksher, d.b.a Albert A. Blacksher Trucking, located in Carson, California; April's Dispatch, located in Sun Valley, California; Lynzella S. Jasper, d.b.a. E. Jasper Wrecking & Trucking, located in Hawthorne, California; Haul-N-It, Inc., located in Northridge, California; Keep It Moving, Inc., located in Los Angeles, California; L.A.C. Motor Enterprises, Inc., located in San Dimas, California; L. Curti Truck & Equipment, located in Redlands, California; Shenkel, Inc., d.b.a. Shenkel Trucking, Inc., located in Thousand Oaks, California; and Three Way Hauling LLC, located in Los Angeles, California. These contracts will be for a term of one year commencing on March 1, 2012, or upon each party's execution of the contract, whichever occurs last. With your Board's delegated authority, the Director of Public Works (Director) or her designee may renew these contracts for four 1-year renewal options and a month-to-month extension for up to six months for a maximum potential term of 66 months.

These contracts will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director executing these contracts, the contractors will sign and County Counsel will review them as to form. The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the requirements of the Chief Executive Officer and your Board.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance and payment bond will be obtained from the contractors before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on July 20, 2011, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed, and intermittent basis; hence, these contracts are not Proposition A contracts (Los Angeles County Code, Chapter 2.121).

These contracts do not allow for a cost-of-living adjustment for the optional years.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301, Class 1 of CEQA.

CONTRACTING PROCESS

On July 20, 2011, Public Works solicited proposals from 93 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times. On August 22, 2011, 14 proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included experience, work plan, and references utilizing the informed averaging methodology for applicable criteria.

The RFP allowed the award of up to ten contracts to proposers whose proposals were rated the highest based on the evaluation criteria. Public Works has recently been notified of a business change of one of the potential awardees, which requires further review. Public Works may return to your Board for the award of a tenth contract for these services pending further investigation. Based on the evaluation, it is recommended that these contracts be awarded to the nine highest-rated, apparent responsive, and responsible proposers.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

2/14/2012

Page 5

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

SAMPLE AGREEMENT FOR
AS-NEEDED HAUL TRUCK SERVICES PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on August 22, 2011, hereby agrees to provide services as described in this Contract for as-needed haul truck services including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Sample Fuel Adjustment Calculation; Exhibit G, Sample Invoice; Exhibit H, Sample Closing Statement; Exhibit I, Sample Driver List; Exhibit J, Sample Haul Truck Summary; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount to exceed \$10 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that the CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals as reflected in Attachment A. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have one hour to respond. In the event there is no answer or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other Contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing on March 1, 2012, or upon each party's execution of the Contract, whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential Contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

SIXTH: The CONTRACTOR shall bill semimonthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit rates listed in Form PW-2, Schedule of Prices. All invoices shall be submitted in the format provided in Exhibit G, Sample Invoice.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all Contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: When requested by the CONTRACTOR, the Director may adjust 20 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price_report.html for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive three months interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit F. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

THIRTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through J, inclusive, the COUNTY'S provisions shall control and be binding.

FOURTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FIFTEENTH: A faithful payment bond is required in a sum not less than \$100,000 payable to the COUNTY, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful payment to all subcontractors of this Contract by the CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. The bond shall be renewed in a timely manner to provide for continuing liability in the above amount, notwithstanding any payment or recovery thereon. A Certificate of Deposit, an irrevocable Letter of Credit, Certified Check, Cashier's Check, or Cash, payable to the COUNTY upon demand and in a sum not less than \$100,000, may be substituted for a faithful payment bond at the sole and absolute discretion of the County. Failure to maintain coverage, failure by the CONTRACTOR to maintain the required security, shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract. The CONTRACTOR shall pay all security premiums, costs, and incidentals.

SIXTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

CONTRACTORS' RANKING

1. Shenkel, Inc., d.b.a. Shenkel Trucking, Inc.
2. Albert A. Blacksher, d.b.a Albert A. Blacksher Trucking
3. Lynzella S. Jasper, d.b.a. E. Jasper Wrecking & Trucking
4. Three Way Hauling, LLC
5. L.A.C. Motor Enterprises, Inc.
6. Keep It Moving, Inc.
7. April's Dispatch
8. L. Curti Truck & Equipment
9. Haul-N-It, Inc.

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD813

Bid Title : AS-NEEDED HAUL TRUCK SERVICES PROGRAM (2011-AN039)

Bid Type : Service

Department : Public Works

Commodity : TRUCKS, PLATFORM - MATERIAL HANDLING

Open Date : 7/20/2011

Closing Date : 8/1/2011 9:00 AM

Notice of Intent to Award : [View Detail](#)

Bid Amount : \$ 10,000,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contracts for As-Needed Haul Truck Services Program (2011-AN039). The total annual aggregate contract amount of this service is estimated to be \$10 million.
The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Andres Campaz at (626) 458 4072 or acampaz@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Public Works will award a maximum of ten contracts for this service.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:

1. Proposer or its managing employee must have a minimum of three years of experience as a truck operator or a haul truck broker.
2. Proposer has submitted a planned list of 20 trucks with drivers available to perform work under this contract, if awarded.
3. Proposers must submit a Bid Guaranty in the amount of \$2,000 with the proposal at the time of proposal submission. The successful contractors will be required to provide a faithful payment bond.

A Proposers' Conference will be held on Monday, August 1, 2011, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within seven calendar days from the date of the conference. After the seventh day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, August 15, 2011, at 5:30 p.m.
Please direct your questions to Mr. Campaz at the number listed on the above.

Contact Name : Andres Campaz

Contact Phone# : (626) 458-4072

Contact Email : acampaz@dpw.lacounty.gov

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[Back to Award Main](#)